

**IT IS THE VENDOR'S RESPONSIBILITY TO CHECK
FOR ADDENDUMS PRIOR TO SUBMITTING PROPOSALS**

NOTICE TO BIDDERS SPECIFICATION NO. 06-292

The City of Lincoln intends to purchase and invites you to submit a sealed bid for:

Recycling Drop-Off Site Containers

**MEETING OR EXCEEDING THE CITY OF LINCOLN'S
SPECIFICATIONS ATTACHED**

Sealed bids will be received by the City of Lincoln, Nebraska on or before 12:00 noon **Wednesday, October 11, 2006** in the office of the Purchasing Agent, Suite 200, K Street Complex, Southwest Wing, 440 South 8th Street, Lincoln, Nebraska 68508 Bids will be publicly opened and read at the K Street Complex.

Bids may be downloaded from the City's website at www.lincoln.ne.gov (Keyword: bid) Prospective bidders must monitor the bid listing on the city website, for any addendums.

Bidders should take caution if U.S. mail or mail delivery services are used for the submission of bids. Mailing should be made in sufficient time for bids to arrive in the Purchasing Division, prior to the time and date specified above.

Fax or e-mail bids are not acceptable. Bid response must be in a sealed envelope.

**PROPOSAL
SPECIFICATION NO. 06-292**

**BID OPENING TIME: 12:00 NOON
DATE: October, 11, 2006**

The undersigned bidder, having full knowledge of the requirements of the City of Lincoln for the below listed items and the contract documents (which include Notice to Bidders, Instructions to Bidders, this Proposal, Specifications, Contract, and any and all addenda) and all other conditions of the Proposal, agrees to sell to the City the below listed items for the performance of this Specification, complete in every respect, in strict accordance with the contract documents at and for unit prices listed below.

ADDENDA RECEIPT: The receipt of addenda to the specifications numbers _____ through _____ are hereby acknowledged. Failure of any bidder to receive any addendum or interpretations of the specifications shall not relieve the bidder from obligations specified in the bid request. All addenda shall become part of the final contact document.

**REQUIREMENTS FOR:
RECYCLING CONTAINERS**

BIDDING SCHEDULE

<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Unit Amount</u>	<u>Total Amount</u>
A. First Recycling Site with Agreement in Place				
1.	28 yard, roll-off compartmentalized containers with roof	1 ea	\$ _____	\$ _____
2.	8 yard, front load containers	2 ea	\$ _____	\$ _____
3.	28 yard, roll-off box with roof and no compartments	1 ea	\$ _____	\$ _____
B. Second Recycling Site with Agreement in Process				
4.	28 yard, roll-off compartmentalized containers with roof	1 ea	\$ _____	\$ _____
5.	8 yard, front load containers	3 ea	\$ _____	\$ _____
6.	28 yard, roll-off box with roof and no compartments	1 ea	\$ _____	\$ _____
C. Third Recycling Site with Agreement in Process				
7.	28 yard, roll-off compartmentalized containers with roof	1 ea	\$ _____	\$ _____
8.	8 yard, front load containers	2 ea	\$ _____	\$ _____
9.	2 yard, rear load containers	4 ea	\$ _____	\$ _____
Total			\$ _____	\$ _____

BID SECURITY IN THE TOTAL SUM OF FIVE PERCENT (5%) OF BASE BID, OR OF THE HIGHEST BID ALTERNATE AMOUNT, MUST BE SUBMITTED WITH PROPOSAL FORM.

AFFIRMATIVE ACTION PROGRAM: Successful bidder will be required to comply with the provisions of the City's Affirmative Action Policy (Contract Compliance, Sec. 1.16). The Equal Opportunity Officer will determine compliance or non-compliance with the City's policy upon a complete and substantial review of successful bidder's equal opportunity policies, procedures and practices.

The undersigned signatory for the bidder represents and warrants that he has full and complete authority to submit this proposal to the City, and to enter into a contract if this proposal is accepted.

**RETURN 2 COMPLETE COPIES OF PROPOSAL AND SUPPORTING MATERIAL.
MARK OUTSIDE OF BID ENVELOPE: SEALED BID FOR SPEC. 06-292**

COMPANY NAME

BY (Signature)

STREET ADDRESS or P.O. BOX

(Print Name)

CITY, STATE ZIP CODE

(Title)

TELEPHONE No. FAX No.

(Date)

E-MAIL ADDRESS

ESTIMATED DELIVERY DAYS

Bids may be inspected in the Purchasing Division during normal business hours after tabulation and review by a Purchasing Agent. Bid tabulations can be viewed on our website at: lincoln.ne.gov Keyword: **Bid** The Intent to Award will be listed on the website when a recommendation is received from the Department.

**CITY OF LINCOLN
EQUIPMENT SPECIFICATIONS
FOR
Recycling Drop-off Site Collection Containers:
28 yard, Compartmentalized Roll-off Box Containers;
8 yard Front Load Containers; and 2 yard Rear Load Containers**

1. SUPPLEMENTAL INSTRUCTIONS TO BIDDERS

- 1.1 Bidders shall submit the following for a complete bid:
 - 1.1.1 A copy of these Specifications with compliance marked YES or NO.
 - 1.1.2 A copy of these Specifications with all additional information provided where requested.
 - 1.1.3 Manufacturer's literature fully describing the equipment, the specified features, and all requested options.
 - 1.1.3.1 In the event that the containers are "custom" containers, the manufacturer must submit shop drawings of the containers listing all the details of these specifications.
 - 1.1.4 Complete details of the specified standard and extended warranties, shipping weight.
 - 1.1.5 Bid security.

2. MODEL

- 2.1 Equipment must be new, 2006 production year, and of the latest improved model under current production. All containers built to exceed A.N.S.I. Industry Standards. All steel shall have no seconds or blemishes.
- 2.2 Bids for alternate equipment, which are functionally equivalent to the above, will be given consideration.
- 2.3 Instructional and warning decals will meet ANSI standards and all safety decals will be in accordance with ANSI Z235.1

3. APPLICATION

- 3.1 It is the intent of these specifications to purchase equipment for up to three recycling drop-off sites.
 - 3.1.1 The purchase and use of the recycling containers are contingent upon securing agreements for the development of a recycling site with property owners. An agreement has been secured for one recycling drop-off site. And negotiations are in process for a two other sites.
 - 3.1.2 At a minimum, the City will purchase the recycling containers for one recycling site.
 - 3.1.3 The City reserves the right to purchase a second and third set of equipment in the event that agreements are reached for development of new sites.
- 3.2 Acquisition of the second and third set of recycling containers for the two new sites shall be made within six months of the bid award.
 - 3.2.1 For the one recycling site where an agreement has been secured there will be the need for one (1) - 28 cubic yard compartmentalized roll-off box container with roof; one (1) - 28 cubic yard roll-off box with a roof and no compartments; and two (2) - 8 cubic yard front-load containers.
 - 3.2.1.1 The 28 cubic yard compartmentalized roll-off box container shall be used by the public to deposit aluminum cans, tin cans, clear glass, brown glass, green glass, and commingled #1 and #2 plastic containers. The other 28 cubic yard roll-off box shall be used for newspaper. One 8 cubic yard container will be for cardboard and one 8 cubic yard container shall be used for residential mixed paper.

Company Name _____

- 3.3 In the event an agreement is reached for a second recycling site the site will need one (1) - 28 cubic yard compartmentalized roll-off box container with a roof for food and beverage containers ; one (1) - 28 cubic yard roll-off box with a roof with no compartments for newspaper; and three (3) - 8 cubic yard front-load containers (2 for cardboard and one for mixed paper).
- 3.4 In the event an agreement is reached for a third recycling site the site will need one (1) - 28 cubic yard compartmentalized roll-off box container with a roof for food and beverage containers; four (4) - 2 cubic yard rear load containers for newspaper; and two (2) - 8 cubic yard front-load containers (1 for cardboard and one for mixed paper).
- 3.5 The material collected in these containers will be transported to a material recovery facility in Lincoln.

4. DELIVERY

- 4.1 Delivery of containers shall be made within 8 weeks of contract award and notice to proceed.
- 4.2 Deliver, FOB to Von Busch and Sons Refuse, 420 West A Street, Lincoln, NE. Coordinate delivery with Gene Hanlon, Recycling Coordinator (402- 441-7043) and Bruce Von Busch (402-475-5197).
- 4.3 Failure to deliver the recycling containers ordered within 8 weeks of notice to proceed shall result in liquidated damages of \$20 per calendar day.

MEETS SPECIFICATIONS (or provide requested information)		SPECIFICATION REQUIREMENTS (circle YES / NO or provide information as requested)
Yes	No	5.1. Twenty-eight (28) cubic yard enclosed compartmentalized roll-on / roll-off container, 10 gauge steel (sidewalls), 10 gauge steel floor and 11 gauge roof). It will have a flat floor. Other: _____
Yes	No	5.1.1 The roof slope shall not be less than 60 degrees and not greater than 70 degrees. Other: _____
Yes	No	5.1.2 Body width: Overall 8 ft or less. Other: _____
Yes	No	5.1.3 Body length: Overall 23 ft or less. Other: _____
Yes	No	5.1.4 Body height: Overall 6.5 ft or less. Other: _____
Yes	No	5.1.5 Bottom frame of container shall be 3 inch x 4.1 lbs minimum, structural channel frame. Other: _____

Company Name _____

Yes	No	<p>5.1.6 Cross members to be 3 inches x 4.1 lbs minimum, structural channel on 18-24 inch centers.</p> <p>Other: _____</p>
Yes	No	<p>5.1.7 Top ridge of box (base of sloped roof) is 4 inch x 2 inch x 3/16 inch rectangular tubing.</p> <p>Other: _____</p>
Yes	No	<p>5.1.8 Doorframe to be 3 inch x 2 inch x 3/16 inch rectangular tubing.</p> <p>Other: _____</p>
Yes	No	<p>5.1.9 Runners on understructure to be 2 inches x 6 inches x 1/4 inch rectangular tubing with solid steel bull noses with 4 inch by 6 inch rollers with grease zerks.</p> <p>Other: _____</p>
Yes	No	<p>5.1.10 On driver's side, heavy-duty three-position positive locking cam type door, machine hinges with grease fittings, latch with safety chain capable of keeping door in a locked position. Lock to engage by means of a single locking lever.</p> <p>Other: _____</p>
Yes	No	<p>5.1.11 Container shall have six compartments of the following capacity: 3 yard (tin cans); 3 yard (aluminum cans); 2 yard (brown glass); 2 yard (green glass); 3 yards (clear glass); 15 yards (plastic #1 & #2 containers). The front compartment (hook end of roll-off box) will be aluminum cans.</p> <p>Other: _____</p>
Yes	No	<p>5.1.12 Each compartment shall have an opening on both sides of the container for the public to drop-off recyclable material. Cans and glass bottles shall have a round 10" opening with a tube inserted in it, cut diagonally at a 45 degree angle(wider portion at the bottom), to allow easier depositing by the public or a 12" – 14" square opening with a hinged metal/plastic door in size with locking mechanism. There shall be two doors on each side of the plastic compartment. The opening size shall be a minimum of 14" x 14" or a maximum of 18" x 18" with a plastic hinged door with locking mechanism or a steel door the same size of the opening with a locking mechanism.</p> <p>Other: _____</p>

Company Name _____

Yes	No	<p>5.1.13 Each compartment shall have an internal divider made from at least 12 gauge steel. The top part of the divider (sloped roof portion) will be welded to the roof in a manner that can support the roof and to secure the door hinges for the bottom portion of the divider to allow for rear discharge from the roll-off box. Hinges shall be heavy duty and require little or no maintenance. The compartment dividers will have individual bottom locks with drivers side lockable handles at least one-quarter inch gap on both sides of the divider. Compartment divider door shall be reinforced with 1 ½ inch x 3/16 inch angle iron welded on the front and the back of the swinging door for the full length of the doors' four sides. Compartment dividers doors shall also be reinforced with two 1 ½ inch angle iron, 3/16 inch thick welded vertically on the front and back of the door 2 2/3 feet from the sides of the roll-off box.</p> <p>Other: _____</p>
Yes	No	<p>5.1.14 Floor of roll-off box must be open to allow for free and easy discharge of material through the rear of the box. No compartment door latching/locking mechanism shall be across the floor of the container.</p> <p>Other: _____</p>
Yes	No	<p>5.1.15 Two (2) heavy-duty steel roller 8 inches diameter x 10 inches long at unloading end. Grease zerks on each wheel. Two (2) fixed knees or Two (2) heavy-duty steel roller 8 inches diameter x 10 inches long provided at front of container to aid in stability.</p> <p>Other: _____</p>
Yes	No	<p>5.2 Twenty-eight (28) cubic yard enclosed roll-on / roll-off container with no compartments, 10 gauge steel sidewalls; 11gauge sloped roof; 10 gauge steel floor. It will have a flat floor.</p> <p>Other: _____</p>
Yes	No	<p>5.2.1 The roof slope shall not be less than 60 degrees and not greater than 70 degrees.</p> <p>Other: _____</p>
Yes	No	<p>5.2.2 The roof of the container shall be reinforced at a minimum of 2 inch angle iron 3/16 inch thick every 24-30 inches.</p> <p>Other: _____</p>

Company Name _____

Yes	No	5.2.3 Body width: Overall 8 ft or less. Other: _____
Yes	No	5.2.4 Body length: Overall 23 ft or less. Other: _____
Yes	No	5.2.5 Body height: Overall 6.5 ft or less. Other: _____
Yes	No	5.2.6 Bottom frame of container shall be 3 inch x 4.1 lbs minimum, structural channel frame. Other: _____
Yes	No	5.2.7 Cross members to be 3 inches x 4.1 lbs minimum, structural channel on 18-24 inch centers. Other: _____
Yes	No	5.2.8 Top ridge of box (base of sloped roof) is 4 inch x 2 inch x 3/16 inch rectangular tubing. Other: _____
Yes	No	5.2.9 Doorframe to be 3 inch x 2 inch x 3/16 inch rectangular tubing. Other: _____
Yes	No	5.2.10 Runners on understructure to be 2 inches x 6 inches x 1/4 inch rectangular tubing with solid steel bull noses with 4 inch by 6 inch rollers with grease zerks. Other: _____
Yes	No	5.2.11 On driver's side, heavy-duty three-position positive locking cam type door, machine hinges with grease fittings, latch with safety chain capable of keeping door in a locked position. Lock to engage by means of a single locking lever. Other: _____
Yes	No	5.2.12 The container shall NOT have compartments. It shall be open with no obstructions on the floor to allow for free and easy discharge of material through the rear of the box. Other: _____

Company Name _____

Yes	No	<p>5.2.13 There shall be three doors on each side of the container. The spacing of the doors on each side of the container shall be staggered so that the door on the opposite side of the container is not directly across from any door. The opening size shall be a minimum of 18" x 18" or a maximum of 24" x 24" with a plastic hinged door with locking mechanism or a steel door the same size of the opening with a locking mechanism.</p> <p>Other: _____</p>
Yes	No	<p>5.2.14 Two (2) heavy-duty steel roller 8 inches diameter x 10 inches long at unloading end. Grease zerks on each wheel. Two (2) fixed knees or Two (2) heavy-duty steel roller 8 inches diameter x 10 inches long provided at front of container to aid in stability.</p> <p>Other: _____</p>
Yes	No	<p>5.3 Eight (8) cubic yard front load containers shall have 10 gauge sidewalls and floor. Box design with no sloped front access. Body height: 80 inches or less; Body width (excludes side pockets: 72 inches or less; body depth: 80 inches or less.</p> <p>Other: _____</p>
Yes	No	<p>5.3.1 The eight cubic yard containers shall have no side doors.</p> <p>Other: _____</p>
Yes	No	<p>5.3.2 Containers shall have mail slot openings cut into the front of the container. One container style shall have an opening 30 inches wide by 10 inches high for mixed paper. If agreements for all three sites are secured a total of three of these containers would be acquired. The other container style shall have an opening 48 inches wide and 8 inches high. A total of four (4) of this style of containers would be needed if all the recycling sites are developed. The openings shall have edge straps or angle iron welded around the opening for a finished appearance.</p> <p>Other: _____</p>
Yes	No	<p>5.3.3 7 gauge, rolled extended radius, wrap around front bumpers protecting the container face, sides and area leading into side pockets.</p> <p>Other: _____</p>
Yes	No	<p>5.3.4 7 gauge, 30"elongated pockets with funnel gussets to serve as pocket guides and full length enclosed top gussets.</p> <p>Other: _____</p>

Company Name _____

Yes	No	<p>5.3.5 Containers shall have heavy duty, reinforced hinged plastic lids and self-locking mechanisms placed on the side or front of the container. 3/16 inch hinge brackets with ½ inch galvanized lid rod.</p> <p>Other: _____</p>
Yes	No	<p>5.3.6 Heavy-duty floor rails with caps to serve as skids on the bottom of containers.</p> <p>Other: _____</p>
Yes	No	<p>5.4 Two (2) cubic yard rear-loading containers with 14 gauge steel body with overlapped sides at corners. Front corners are reinforced with wrap around full-length striker plate with 3 inch by 3/16 inch angle iron.</p> <p>Other: _____</p>
Yes	No	<p>5.4.1 Overall depth 46 or less inches, width 80 or less inches, front height 52 or less inches.</p> <p>Other: _____</p>
Yes	No	<p>5.4.2 Trunnion bar of solid steel extends the full width of the containers. Includes reinforced lift handles and rub rails to provide extra strength and life to the container.</p> <p>Other: _____</p>
Yes	No	<p>5.4.3 Heavy-duty 6 inch molded rubber or hard plastic all swivel casters that can support a minimum of 1000 pounds mounted on 10 gauge caster channels.</p> <p>Other: _____</p>
Yes	No	<p>5.4.4. Bull Ring lift bracket attached to center rear of container.</p> <p>Other: _____</p>
Yes	No	<p>5.4.5 Containers shall have heavy duty, reinforced hinged plastic lids with dimensions of 31 inches by 43 inches. 3/16 inch hinge brackets with 7/16 inch steel lid rod.</p> <p>Other: _____</p>
Yes	No	<p>5.5 All welds will be heavy-duty continuous welds on the outside of the containers. All seams inside and out to be solid weld. Heavy-duty skip welds are allowed inside the container.</p> <p>Other: _____</p>

Company Name _____

Yes	No	5.6. Two (2) coats of red oxide primer inside and outside. Other: _____
Yes	No	5.7 Two (2) coats of industrial grade gloss enamel on entire container. Other: _____
Yes	No	5.8 Color to be forest green, industrial coating, gloss enamel. Other: _____
Yes	No	5.9 Service, parts and operators manuals to be included. Other: _____
Yes	No	5.10 Delivery of containers within 8 weeks of award of contract. Other: _____

INSTRUCTIONS TO BIDDERS

CITY OF LINCOLN, NEBRASKA

PURCHASING DIVISION

1. BIDDING PROCEDURE

- 1.1 Bidder shall submit one (1) complete set of the bid documents and all supporting material, unless otherwise stipulated. All appropriate blanks shall be completed. Any interlineation, alteration or erasure on the specification document shall be initialed by the signer of the bid. Bidder shall not change the proposal form nor make additional stipulations on the specification document. Any amplified or qualifying information shall be on the bidder's letterhead and firmly attached to the specification document.
- 1.2 Bid prices shall be submitted on the Proposal Form included in the bid document.
- 1.3 Bidders may submit a bid on an "all or none" or "lump sum" basis, but should also submit a quotation on an item-by-item basis. Bidding documents shall be clearly marked indicating the kind of proposal being submitted.
- 1.4 Any person signing a bid for a firm, corporation, or other organization must show evidence of his authority so to bind such firm, corporation, or organization.
- 1.5 Bids received after the time and date established for receiving bids will be rejected.
- 1.6 If bidding on a Construction Contract, the City of Lincoln's Standard Specifications for Municipal Construction 2006 shall apply.
 - 1.6.1 Bidders may obtain this document from the City's Design Engineering Division of Public Works & Utilities for a small fee.
 - 1.6.2 Said document can be reviewed at Design Engineering or the Purchasing Division.
 - 1.6.3 The Standard Conditions are available on the web site.
<http://www.lincoln.ne.gov/city/pworks/engine/doconst/standard/stdnspec/index.htm>

2. BIDDER'S SECURITY

- 2.1 Bid security, as a guarantee of good faith, in the form of a certified check, cashier's check, or bidder's bond, may be required to be submitted with this bid document, as indicated on the Proposal Form.
- 2.2 If alternates are requested, only one bid security will be required, provided the bid security is based on the amount of the highest gross bid.
- 2.3 Such bid security will be returned to the unsuccessful bidders when the award of bid is made.
- 2.4 Bid security will be returned to the successful bidder(s) as follows:
 - 2.4.1 For single order bids with specified quantities: upon the delivery of all equipment or merchandise, and upon final acceptance by the City.
 - 2.4.2 For all other contracts: upon approval by the City of the executed contract and bonds.
- 2.5 City shall have the right to retain the bid security of bidders to whom an award is being considered until either:
 - 2.5.1 A contract has been executed and bonds have been furnished.
 - 2.5.2 The specified time has elapsed so that the bids may be withdrawn.
 - 2.5.3 All bids have been rejected.
- 2.6 Bid security will be forfeited to the City as full liquidated damages, but not as a penalty, for any of the following reasons, as pertains to this specification document:
 - 2.6.1 If the bidder fails to deliver the equipment or merchandise in full compliance with the accepted proposal and specifications.
 - 2.6.2 If the bidder fails or refuses to enter into a contract on forms provided by the City, and/or if the bidder fails to provide sufficient bonds or insurance within the time period as established in this specification document.

3. BIDDER'S REPRESENTATION

- 3.1 Each bidder by signing and submitting a bid, represents that the bidder has read and understands the specification documents, and the bid has been made in accordance therewith.
- 3.2 Each bidder for services further represents that the bidder has examined and is familiar with the local conditions under which the work is to be done and has correlated the observations with the requirements of the bid documents.

4. CLARIFICATION OF SPECIFICATION DOCUMENTS

- 4.1 Bidders shall promptly notify the Purchasing Agent of any ambiguity, inconsistency or error which they may discover upon examination of the specification documents.

- 4.2 Bidders desiring clarification or interpretation of the specification documents shall make a written request which must reach the Purchasing Agent at least five (5) calendar days prior to the date and time for receipt of bids.
- 4.3 Changes made to the specification documents will be made by written addenda to all known prospective bidders.
- 4.4 Oral interpretations or changes to the Specification Documents made in any other manner, will not be binding on the City; and bidders shall not rely upon such interpretations or changes.

5. ADDENDA

- 5.1 Addenda are additional documents issued by the City to prospective Bidders prior to the closing date for receipt of bids, which are intended to change or clarify the original plans and/or specifications, i.e. additions, deletions, modifications, or explanations.
- 5.2 Addenda will be mailed or delivered to all who are known by the City to have received a complete set of specification documents.
- 5.3 Copies of addenda will be made available for inspection at the office of the Purchasing Agent.
- 5.4 No addendum will be issued later than forty-eight (48) hours prior to the date and time for receipt of bids, except an addendum withdrawing the invitation to bid, or an addendum which includes postponement of the bid.
- 5.5 Bidders shall ascertain prior to submitting their bid that they have received all addenda issued, and they shall acknowledge receipt of addenda on the proposal form.

6. ANTI-LOBBYING PROVISION

- 6.1 During the period between the bid advertisement date and the contract award, bidders, including their agents and representatives, shall not lobby or promote their bid with any member of the City Council or City Staff.

7. BRAND NAMES

- 7.1 Wherever in the specifications or proposal form brand names, manufacturer, trade name, or catalog numbers are specified, it is for the purpose of establishing a grade or quality of material only; and the term "or equal" is deemed to follow.
- 7.2 It is the bidder's responsibility to identify any alternate items offered in the bid, and prove to the satisfaction of the City that said item is equal to, or better than, the product specified.
- 7.3 Bids for alternate items shall be stated in the appropriate brand on the proposal form, or if the proposal form does not contain blanks for alternates, bidder MUST attach to the specification documents on Company letterhead a statement identifying the manufacturer and brand name of each proposed alternate, plus a complete description of the alternate items including illustrations, performance test data and any other information necessary for an evaluation. The bidder must indicate any variances by item number from the specification document no matter how slight. Bidder must fully explain the variances from the specification document, since brochure information may not be sufficient.
- 7.4 If variations are not stated in the proposal, it will be assumed that the item being bid fully complies with the City's specifications.

8. DEMONSTRATIONS/SAMPLES

- 8.1 Bidders shall demonstrate the exact item(s) proposed within seven (7) calendar days from receipt of such request from the City.
- 8.2 Such demonstration can be at the City delivery location or a surrounding community.
- 8.3 If the bidder is proposing an alternate product, the City may request a sample of the exact item. Samples will be returned at bidder's expense after receipt by the City of acceptable goods. Bidders must indicate how samples are to be returned.

9. DELIVERY (Non-Construction)

- 9.1 Each bidder shall state on his proposal form the date upon which he can make delivery of all equipment or merchandise.
- 9.2 The City reserves the right to cancel orders, or any part thereof, without obligation, if delivery is not made within the time(s) specified on the proposal form.
- 9.3 All bids shall be based upon **inside** delivery of the equipment/ merchandise F.O.B. the City at the location specified by the City, with all transportation charges paid.
- 9.4 At the time of delivery, a designated City of Lincoln/Lancaster County employee will sign the invoice/packing slip. The signature will only indicate that the order has been received and the items actually delivered agree with the delivery invoice. This

signature does not indicate all items met specifications, were received in good condition and/or that there is not possible hidden damage or shortages.

10. WARRANTIES, GUARANTEES AND MAINTENANCE

- 10.1 Copies of the following documents must accompany the bid proposal for all items being bid:
 - 10.1.1 Manufacturer's warranties and/or guarantees.
 - 10.1.2 Bidder's maintenance policies and associated costs.
- 10.2 As a minimum requirement of the City, the bidder will guarantee in writing that any defective components discovered within a one (1) year period after the date of acceptance shall be replaced at no expense to the City. Replacement parts of defective components shall be shipped at no cost to the City. Shipping costs for defective parts required to be returned to the bidder shall be paid by the bidder.

11. ACCEPTANCE OF MATERIAL

- 11.1 All components used in the manufacture or construction of materials, supplies and equipment, and all finished materials, shall be new, the latest make/model, of the best quality, and the highest grade workmanship.
- 11.2 Material delivered under this proposal shall remain the property of the bidder until:
 - 11.2.1 A physical inspection and actual usage of this material is made and found to be acceptable to the City; and
 - 11.2.2 Material is determined to be in full compliance with the specifications and accepted proposal.
- 11.3 In the event the delivered material is found to be defective or does not conform to the specification documents and accepted proposal, then the City reserves the right to cancel the order upon written notice to the bidder and return materials to the bidder at bidder's expense.
- 11.4 Successful bidder shall be required to furnish title to the material, free and clear of all liens and encumbrances, issued in the name of the City of Lincoln, Nebraska, as required by the specification documents or purchase orders.
- 11.5 Selling dealer's advertising decals, stickers or other signs shall not be affixed to equipment. Vehicle mud flaps shall be installed blank side out with no advertisements. Manufacturer's standard production forgings, stampings, nameplates and logos are acceptable.

12. BID EVALUATION AND AWARD

- 12.1 The signed bid proposal shall be considered an offer on the part of the bidder. Such offer shall be deemed accepted upon issuance by the City of purchase orders, contract award notifications, or other contract documents appropriate to the work.
- 12.2 No bid shall be modified or withdrawn for a period of ninety (90) calendar days after the time and date established for receiving bids, and each bidder so agrees in submitting the bid.
- 12.3 In case of a discrepancy between the unit prices and their extensions, the unit prices shall govern.
- 12.4 The bid will be awarded to the lowest responsible, responsive bidder whose proposal will be most advantageous to the City, and as the City deems will best serve its requirements.
- 12.5 The City reserves the right to accept or reject any or all bids; to request rebids; to award bids item-by-item, with or without alternates, by groups, or "lump sum"; to waive minor irregularities in bids; such as shall best serve the requirements and interests of the City.
- 12.6 In order to determine if the Bidder has the experience, qualifications, resources and necessary attributes to provide the quality workmanship, materials and management required by the plans and specifications, the Bidder may be required to complete and submit additional information as deemed necessary by the City. Failure to provide the information requested to make this determination may be grounds for a declaration of non-responsive with respect to the Bidder.
- 12.7 The City reserves the right to reject irregular bids that contain unauthorized additions, conditions, alternate bids, or irregularities that make the Bid Proposal incomplete, indefinite or ambiguous.

13. INDEMNIFICATION

- 13.1 The bidder shall indemnify and save harmless the City of Lincoln, Nebraska from and against all losses, claims, damages, and expenses, including, attorney's fees arising out of or resulting from the performance of the contract that results in bodily injury, sickness, disease, death, or to injury to or

destruction of tangible property, including the loss of use resulting therefrom and is caused in whole or in part by the Bidder, any subcontractor, any directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. This section will not require the Bidder to indemnify or hold harmless the City of Lincoln for any losses, claims damages, and expenses arising out of or resulting from the sole negligence of the City of Lincoln, Nebraska.

- 13.2 In any and all claims against the City or any of its members, officers or employees by an employee of the bidder, any subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose acts made by any of them may be liable, the indemnification obligation under paragraph 13.1 shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the bidder or any subcontractor under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

14. TERMS OF PAYMENT

- 14.1 Unless stated otherwise, the City will begin processing payment within thirty (30) calendar days after all labor has been performed and all equipment or other merchandise has been delivered, and all such labor and equipment and other materials have met all contract specifications.

15. LAWS

- 15.1 The Laws of the State of Nebraska shall govern the rights, obligations, and remedies of the Parties under this proposal and any agreement reached as a result of this process.
- 15.2 Bidder agrees to abide by all applicable State and Federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, copyrights, patents and patent rights.

16. AFFIRMATIVE ACTION

- 16.1 The City of Lincoln-Lancaster County Purchasing Division provides equal opportunity for all bidders and encourages minority businesses and women's business enterprises to participate in our bidding process.

17. LIVING WAGE

- 17.1 The bidders agree to pay all employees employed in the performance of this contract, a base wage of not less than the City Living Wage per section 2.81 of the Lincoln Municipal Code. This wage is subject to change every July.

18. EXECUTION OF AGREEMENT

- 18.1 Depending on the type of service provided, one of the following three (3) methods will be employed. The method applicable to this contract will be checked below:
 - X a. This Contract shall consist of a **PURCHASE ORDER** and a copy of the suppliers signed bid (or referenced bid number) attached and that the same, in all particulars, becomes the agreement and contract between the parties hereto: that both parties thereby accept and agree to the terms and conditions of said bid documents, and that the parties are bound thereby and the compensation to be paid the Supplier is as set forth in the Supplier's Bid. Items not awarded, if any, have been deleted.
 - b. The contract shall consist of a **YEARLY AGREEMENT** and a copy of the suppliers signed bid attached and that the same, in all particulars, becomes the agreement and contract between the parties hereto. That both parties thereby accept and agree to the terms and conditions of said bid documents, and that the parties are bound thereby and the compensation to be paid the Supplier is as set forth in the Suppliers' Bid. Items not awarded, if any, have been deleted.
 - c. Three (3) copies of the **CONTRACT**, unless otherwise noted.
 - 1. City will furnish three (3) copies of the Contract to the successful Bidder who shall prepare attachments as required. Insurance as evidenced by a Certificate of Insurance, surety bonds properly executed, and Agreement signed with the date of signature shall be attached.
 - 2. The prepared documents shall be delivered to the City within 10 days (unless otherwise noted).
 - 3. The City will sign the Contract Agreement, insert the date of signature at the beginning of the Contract Agreement, prepare an Executive Order to go the Mayor for signature.
 - 4. Upon approval and signature from the Mayor, the City will return one copy to the Contractor.